

AMENDMENT AGREEMENT dated as of March 1, 1976, among BETHLEHEM STEEL CORPORATION ("Builder"), LOUISVILLE AND NASHVILLE RAIL-ROAD COMPANY ("Railroad") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS, Builder and Railroad entered into a Conditional Sale Agreement dated as of March 1, 1975 ("Conditional Sale Agreement");

WHEREAS, Builder and Agent entered into an Agreement and Assignment dated as of March 1, 1975 ("Assignment");

WHEREAS, the Conditional Sale Agreement and the Assignment were each filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on April 23, 1975 and assigned respectively Recordation Numbers 7903 and 7903-A;

WHEREAS, Railroad has, pursuant to Article 7 of the Conditional Sale Agreement, made to the Agent a Casualty Value payment in the amount of \$432,000.00 and has directed the Agent to use such funds toward the cost of the standard-guage railroad equipment set forth in Exhibit A hereto;

WHEREAS, the parties hereto desire to amend the Conditional Sale Agreement by adding to Schedule A thereto the equipment set forth in Exhibit A hereto and as a consequence to subject said equipment to the terms and conditions of the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

- 1. The Conditional Sale Agreement is hereby amended to add to Schedule A thereto the equipment set forth in Exhibit A hereto.
- 2. The Assignment is hereby amended to incorporate the aforesaid amendment to the Conditional Sale Agreement.
- 3. The Conditional Sale Agreement and the Assignment, except as amended hereby, shall otherwise remain unaltered and in full force and effect.
- 4. The Railroad will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed as of the date first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

		•	Ву	Assistant	Vice	President
(Corporate S	Seal)		-	: · · · · · · · · · · · · · · · · · · ·		
Attest:					· · ·	•
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Corporate Tr						

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By Assistant Vice President

(Corporate Seal)

Attest:

ATTESTING OFFICER

BETHLEHEM STEEL CORPORATION

	ByVice President	***************************************
(Corporate Seal)		
Attest:		
Assistant Secretary		
STATE OF MARYLAND) SS:		
CITY OF BALTIMORE)		·
appeared by me duly sworn, says that of MERCANTILE-SAFE DEPOSIT seals affixed to the forego seal of said Company and the and sealed on behalf of said of Directors and he acknowledge.	f May, 1976, before me person, to me personally known, when he is an Assistant Vice Pream AND TRUST COMPANY, that one oing instrument is the corportate said instrument was signed Company by authority of it ledged that the execution of the free act and deed of said	o, bein sident of the ate d s Board the
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	Notary Public	nata-ana-Alimboah
My Commission expire	es	•
(Notarial Seal)		194 5 4

COMMONWEALTH OF PENNSYLVANIA)

SS:

COUNTY OF LEHIGH

On this day of May, 1976, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of BETHLEHEM STEEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

	·	Security Constitution of the Constitution of t	Notary	Public		
Му	Commission expire	ès	-			
(Notarial	Seal)					
COMMONWEAI	TH OF KENTUCKY)	·				
COUNTY OF	JEFFERSON)	SS:	,		•	

On this 26th day of May, 1976, before me personally appeared 1. A Stee , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharn W. Bowles
Notary Public

My Commission expires

ly 26,1978

(Noterial Seal)

A LIBIAX

Time and Place of Delivery	Prior to May 20, 1976 at Johns- town, Pa.
Total Base Price	\$24,786.57 \$421,371.69 Prior to May 20, 1976 at Johns- town, Pa
Unit Base <u>Price</u>	\$24,786.57
Railroad Road Nos. (Inclusive)	521500- 521516
Quantity	1.7
Builder's Piant	Johnstovn, Pennsylvania
Puilder's Specifi- cations	3400~440 12/5/75
AAR Mechanical Designation	For any de grand produced
Banks are represented the former and the stage of the sta	Cuton open Sp hopper

AMENDMENT AGREEMENT dated as of March 1, 1976, among Bathlehem STEEL CORPORATION ("Builder"), LOUISVILLE AND NASHVILLE RAIL-ROAD COMPANY ("Railroad") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

White REAS, Builder and Railroad entered into a Conditional Sale Agreement dated as of March 1, 1975 ("Conditional Sale Agreement");

WHEREAS, Builder and Agent entered into an Agreement and Assignment dated as of March 1, 1975 ("Assignment");

WHEREAS, the Conditional Sale Agreement and the Assignment were each filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on April 23, 1975 and assigned respectively Recordation Numbers 7903 and 7903-A;

WHEREAS, Railroad has, pursuant to Article 7 of the Conditional Sale Agreement, made to the Agent a Casualty Value payment in the amount of \$432,000.00 and has directed the Agent to use such funds toward the cost of the standard-guage railroad equipment set forth in Exhibit A hereto;

WHEREAS, the parties hereto desire to amend the Conditional Sale Agreement by adding to Schedule A thereto the equipment set forth in Exhibit A hereto and as a consequence to subject said equipment to the terms and conditions of the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

- 1. The Conditional Sale Agreement is hereby amended to add to Schedule A thereto the equipment set forth in Exhibit A hereto.
- 2. The Assignment is hereby amended to incorporate the aforesaid amendment to the Conditional Sale Agreement.
- 3. The Conditional Sale Agreement and the Assignment, except as amended hereby, shall otherwise remain unaltered and in full force and effect.
- 4. The Railroad will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed as of the date first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

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	•		-	Assi	stant	Vice	Pres	ident
(Corporate Seal)								
Attest:								
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Corporate Trust Off	ficer				:			
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	LOUI	SVILL	E ANI	NASI	IVILLE	RAIL	ROAD	COMPANY
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			Ву	Assi	stant	Vice	Pres	sident
(Corporate Seal)								
Attest:			·	4.		· . · · ·	**	
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BETHLEHEM STEEL CORPORATION

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(Corporate Seal)			· ·	
Attest:				
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Assisyant Secre	erary	· · · · · · · · · · · · · · · · · · ·		
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STATE OF MARYLAND)				
CITY OF BALTIMORE)	SS:			
On this appeared by me duly sworn, sa of MERCANTILE-SAFE I seals affixed to the seal of said Company and sealed on behalf of Directors and he foregoing instrument	, tays that he DEPOSIT AND se foregoing and that for said Cacknowledge	TRUST COMPA instrument said instrum company by au ed that the	ally known stant Vice NY, that is the conent was athority of execution	n, who, beir e President one of the orporate signed of it Board n of the
		Notary	Public	
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(Notarial Seal)

SS:

COUNTY OF LEMIGA '

On this Lithday of May, 1976, before me personally appeared which Light , to me personally known, who, being by me duly sworn says that he is a Vice President of BETHLEHEM STEEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public
My Commission Expires
July 17, 1978

My Commission expires

City of Bethlehens

(Notarial Seal)

Lehigh County

COMMONWEALTH OF KENTUCKY)

SS:

COUNTY OF JEFFERSON

On this day of May, 1976, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

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Му	Commission	expires	Negalitaphentriationisticomplatence _{man al} derrigenceman et alterprinsplagelii della etternological	i i oli namitata di tulifi (sakada) il ku-a a dhikh-an-a dhi hilindhi o sayifi ti oli
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AFTRIHXE

Type	AAR Mechanical Designation	Builder's Specifi- cations	Builder's Plant	Quantity	Railroad Road Nos. (Inclusive)	Unit Base Price	Total Base Price	Time and Place of Delivery
80-ton open top hopper car	Fored parket	3400-440 12/5/75	Johnstown, Pennsylvania	17	521500- 521516	\$24,786.57	\$24,786.57 \$421 71.69 Prior to May 20, 1976 at Iohns-	Prior to May 20, 1976 at

AMENDMENT AGREEMENT dated as of March 1, 1976, among BETHLEHEM STEEL CORPORATION ("Builder"), LOUISVILLE AND NASHVILLE RAIL-ROAD COMPANY ("Railroad"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS, Builder and Railroad entered into a Conditional Sale Agreement dated as of March 1, 1975 ("Conditional Sale Agreement");

WHEREAS, Builder and Agent entered into an Agreement and Assignment dated as of March 1, 1975 ("Assignment");

WHEREAS, the Conditional Sale Agreement and the Assignment were each filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on April 23, 1975 and assigned respectively Recordation Numbers 7903 and 7903-A;

WHEREAS, Railroad has, pursuant to Article 7 of the Conditional Sale Agreement, made to the Agent a Casualty Value payment in the amount of \$432,000.00 and has directed the Agent to use such funds toward the cost of the standard-guage railroad equipment set forth in Exhibit A hereto;

WHEREAS, the parties hereto desire to amend the Conditional Sale Agreement by adding to Schedule A thereto the equipment set forth in Exhibit A hereto and as a consequence to subject said equipment to the terms and conditions of the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

- 1. The Conditional Sale Agreement is hereby amended to add to Schedule A thereto the equipment set forth in Exhibit A hereto.
- 2. The Assignment is hereby amended to incorporate the aforesaid amendment to the Conditional Sale Agreement.
- 3. The Conditional Sale Agreement and the Assignment, except as amended hereby, shall otherwise remain unaltered and in full force and effect.
- 4. The Railroad will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed as of the date first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

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		J	Assistant	Vice P	resident	-
(Corporate Seal)						
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Corporate Trust Of	ficer					
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			Assistant	Vice P	resident	
(Corporate Seal)			:			
Attest:				**		
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Assistant Sec	retary				-	

BETHLEHEM STEEL CORPORATION

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(Corporate Seal)	:				
Attest:					
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Assistant Secre	tary				
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SS:

On this 26th day of May, 1976, before me personally appeared g. J. Johnston , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Company and that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

Notary/Publi

DOROTHY E. SCHARF

My Commission expires 7-7-78

Wr Commission Expressing 1, 107 S

(Notarial Seal)

STATE OF MARYLAND)

CITY OF BALTIMORE)

COMMON	<i>I</i> EAI	TH	OF	PENNSYLVANIA	.)	
)	SS:
COUNTY	OF	LE	HIGH	<u>E</u>)	

On this day of May, 1976, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of BETHLEHEM STEEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

	Notary Public
My Commission expires	gettengags film und gegebben og til film und som en film film film film und stade andere september greder besød geber besød getten besød gebruike om de segdet med en segdet film til de
(Notarial Seal)	
COMMONWEALTH OF KENTUCKY)	
COUNTY OF JEFFERSON) SS	

On this day of May, 1976, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

	·		Notary Public
Му	Commission	expires	
Notarial	Seal)		

EXHIBIT A

Type	AAR Mechanical Designation	Builder's Specifi- cations	Builder's Plant	Quantity	Railroad Road Nos. (Inclusive)	Unit Base Price	Total Base Price	Time and Place of Delivery
80-ton open top hopper car	E-s E-s pales	3400-440 12/5/75	Johnstown, Pennsylvania	17	521500- 521516	\$24,786.57	\$421,°71.69	Prior to May 20, 1976 at Johns-